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LOWER CAPE MAY REGIONAL

BOARD OF EDUCATION

and

LOWER CAPE MAY REGIONAL

SECRETARIAL STAFF

X 1977-1979

**LIBRARY**  
Institute of Management and  
Labor Relations

OCT 29 1981

RUTGERS UNIVERSITY

## PREAMBLE

This Agreement entered into this            day of            , 1977, by and between the Board of Education of Lower Cape May Regional School District, Cape May, New Jersey, hereinafter called the "Board", and Lower Cape May Regional Secretarial Staff, hereinafter called the "Secretarial Staff".

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

### 1. APPROVED HOLIDAYS

A. During the regular school year the holidays for the Secretarial Staff will be the same as the holidays as provided in the contract between the Lower Cape May Regional Board of Education and the Teachers Association. In addition thereto, Secretaries shall have Independence Day and Labor Day as additional holidays. If the holiday occurs on a Saturday, Secretaries shall have prior Friday off. If the holiday occurs on a Sunday, Secretaries shall have the following Monday off.

1. Any of these are to be considered regular work days if it should become necessary (due to excessive closings caused by inclement weather) to conduct classes for pupils.

2. In addition, the office staff shall be excused from work on such days that weather conditions necessitate closing of school for students.

B. Switchboard operators-clerk shall have holidays as follows:

1. Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Half day preceding Christmas Day, Christmas Day, New Year's Day, President's Day, Good Friday and Memorial Day.

### II. INSURANCE PROTECTION

A. Secretarial Staff shall be eligible for insurance coverage similar to that provided in the teachers contract if so desired.

### III. SICK LEAVE POLICY:

A. Sick leave shall be based on one day per full month of employment.

#### IV. VACATION LEAVE POLICY

- A. After full employment of one year, staff members shall be entitled to vacation leave totaling two (2) calendar weeks, after five years employment vacation leave will increase to three (3) calendar weeks.
- B. All twelve (12) month employees (completing a full fiscal year) shall be entitled to vacation pay even though their services terminate at the close of the fiscal period. This policy is based on the premises that the employee has earned this benefit by employment during the preceding fiscal year.
- C. Vacation privileges are not affected by extended absence that is covered by approved accumulated sick leave.
- D. When absence from the job is prolonged (over and beyond the approved accumulated sick leave) then vacation leave shall be based on the ratio of total time on the job during the fiscal year.

#### V. PERSONAL LEAVE POLICY

- A. All twelve (12) month employees shall be entitled to three (3) days each year to use for personal emergencies. Further, they shall have five (5) days granted for death in the immediate family as in the Teachers contract, including grandson and granddaughter.

#### VI. GENERAL

##### A. Office Hours

###### 1. Secretaries

- a. Summer 8:00 a.m. - 2:00 p.m.
- b. School Calendar Eight hours per day, including lunch to commence not earlier than 7:00 and terminate not later than 4:30 in the discretion of the Board.

###### 2. Switchboard Operator-Clerk

- a. Summer 8:00 a.m. - 3:30 p.m.
- b. School Calendar 8:00 a.m. - 4:30 p.m.

##### B. Tenure

- 1. Tenure shall be acquired by all office personnel after satisfactory employment for a period of three (3) consecutive calendar years in accordance with state statutes.

##### C. Vacation

- 1. Vacations are to be arranged that complete office continuity is maintained. The Superintendent will first approve the dates before they become effective.

#### D. Separation

1. If separation, regardless of cause, occurs before the close of the fiscal year (June 30) an employee forfeits all rights under this policy.

#### E. Break Periods

1. A ten (10) minute break period will be provided to personnel for personal needs during both morning and afternoon. This will provide an opportunity for smoking in approved designated areas.

#### F. New Employees

1. Salary step placement for new personnel will be at the discretion of the Superintendent, based upon Secretarial experience.
2. In the event a Switchboard Operator-Clerk is transferred to the position of Secretary, then and in that event said Switchboard Operator-Clerk shall be placed on the step of the Salary Schedule Secretarial Staff which step would assure said Switchboard-Clerk that such transfer would not result in a salary reduction.

### VII Grievance Procedure

#### A. Purpose

It is the policy of the Board and the Secretarial Staff that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

#### B. Definitions

1. "Grievance" is any alleged violation of this Agreement (or any dispute with respect to all matters concerning the terms and conditions of secretaries employment).
2. An "aggrieved party" can be a secretary, the secretarial staff, or the Board.
3. Level One- Principal of the school in which the alleged grievance occurred
4. Level Two - Superintendent.
5. Level Three - Board of Education
6. Level Four - Binding arbitration.

### C. Submission of Grievances

1. Each grievance shall be submitted by the aggrieved party in writing of the form identified in Schedule E and shall contain those specifics which are required by the referenced form.
2. A grievance shall be deemed waived unless submitted within twenty-one (21) calendar days after the occurrence of the grievance or after twenty-one (21) days after aggrieved party had reasonable cause to have notice thereof.

### D. Grievance Procedures

1. The aggrieved party shall first submit grievance in writing to the appropriate Level One representative.
  - (a) The appropriate Level One representative shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to Level Two.
2. Level-Two: The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Said Level Two representative shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within the ten (10) days the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to Level Two, if no decision is rendered move the grievance to Level Three.
3. Level-Three: The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision. The Board of Education may grant a hearing of the grievance if requested by the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within the thirty-five (35) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or forty-one (41) calendar days after the grievance was submitted to Level Three if no decision is rendered, move the grievance to Level Four; and  
The aggrieved party shall notify in writing the Board of Education Secretary that the grievance is being moved to Level Four.
4. Level-Four: The aggrieved party shall, within ten (10) calendar days of the Level Three decision or forty-five (45) calendar days after submission at Level Three, submit appropriate petition for submission to arbitration to the American Arbitration Association and deliver said

copy of petition to the Board Secretary.

(a) A Request for the names of seven (7) arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and the Association shall strike names from the list in accordance with the rules and regulations of the American Arbitration Association in the selection of an Arbitrator.

(b) The arbitrators decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is violative or adds to or detracts from the provisions of this Agreement.

#### E. Miscellaneous

1. Any aggrieved party may be represented at all stages of the grievance procedure by himself, two representatives, and an attorney.
2. All grievance procedure determinations shall be written, signed by the appropriate level authority and shall be attached to the grievance form.
3. All parties must indicate in writing on the form provided, the fact that a grievance has been resolved.
4. Aggrieved parties who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Superintendent, Principal, or other supervisory personnel until such time said grievance is finally determined.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall be kept in the personnel file of any of the participants.
6. The time limits specified at any given level of the grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.

7. Cost incurred on account of a Level Four grievance procedure shall be borne equally by the Board and the Association.

#### VIII. SUPERVISORY INCREMENT

- A. Whenever a secretary is assigned, in writing by the Superintendent, duties involving supervisory responsibility or control over other secretarial staff members, said individual shall be compensated at the rate of \$125.00 for each and every secretary over whom supervisory responsibility or control has been assigned as provided herein.

IX.

## LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

## SALARY SCHEDULE

## SECRETARIAL STAFF

STEP	SECRETARY - SWITCHBOARD OPERATOR - CLERK
1.	Base Salary
2.	4.6
3.	9.2
4.	13.8
5.	18.4
6.	23.0
7.	27.6
8.	32.2
9.	36.8
10.	41.4

- A. Effective July 1, 1977, the base salary for a secretary shall be \$5,800.00 and for switchboard operator-clerk shall be \$5,200.00. All other salaries shall be expressed as a percentage over the base salary as set forth above.
- B. Effective July 1, 1978, the base salary for a secretary shall be \$6,200.00 and for switchboard operator-clerk shall be \$5,600.00. All other salaries shall be expressed as a percentage over the base salary as set forth above.
- C. It is the mutual intention of the Board and the Secretarial Staff in adopting the percentage salary index as set forth in Article XII to provide with finality a guide which establishes a maximum number of steps after which a Secretary shall not be eligible for any supplemental salary increase by virtue of moving to a higher step or level.
- D. It is the intention of the Board and the Secretarial Staff that the percentage between the steps (4.6%) and the total number of steps (10) shall not change and shall remain in full force and effect for such period of time that the Secretarial Staff represents the Secretaries as employees of the Board. It being understood that the Board has agreed to the utilization of said guide, only on the basis of the representations as set forth in paragraphs C and D, hereinabove.



### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1977 and shall continue in effect until June 30, 1979, subject to the Secretarial Staff's right to negotiate a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed and attested by their respective representatives and their signatures to be placed hereon, all on the day and year written above.

LOWER CAPE MAY REGIONAL  
SECRETARIAL STAFF

LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION

\_\_\_\_\_  
Representative

\_\_\_\_\_  
President

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Secretary